Mississippi Department of Finance and Administration

OFFICE OF PROCUREMENT AND CONTRACTS

INVITATION FOR BIDS

INTEGRATED PEST MANAGEMENT SERVICES FOR CAPITOL COMPLEX AND MUSEUMS

RFx #: 3160004190

March 19, 2021

Contact information for this Invitation for Bids:

Integrated Pest Management Services IFB c/o DFA - Office of Procurement and Contracts 501 North West Street Suite 1301-A Woolfolk Building Jackson, Mississippi 39201 procurement@dfa.ms.gov

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SECTION 1. <u>INTRODUCTION AND OVERVIEW</u>

1.1 Purpose and Goals

The Mississippi Department of Finance and Administration (DFA) Office of Procurement and Contracts issues this Invitation for Bids (IFB) to solicit offers from responsible vendors to establish a firm fixed-price contract for an Integrated Pest Management (IPM) program for certain properties owned and operated by the State of Mississippi. The goal of the IPM approach is to provide satisfactory, economical pest control with minimal applications in order to minimize hazardous risks to people and the surrounding environment in which they are being treated. Control is to be considered in terms of both short-term and long-term objectives. Short-term objectives would focus on the prevention of unacceptable pest/rodent populations. Long-term objectives would focus on the prevention of unacceptable pest/rodent populations, and reduce the amount of pesticide applied and the frequency of applications. IPM integrates all pest control methods to include the following:

- Limiting pest access to food, water and harborage;
- Use of traps and other techniques to remove pests/rodents;
- Carefully controlled application of pesticides; and,
- Use of least hazardous pesticides.

These services are to be provided for the Office of Capitol Facilities within DFA. DFA requests bids from experienced, responsible and financially sound organizations that have the capability and qualifications to provide the services as detailed in Section 3, **Scope of Services**, of this IFB.

The awarded contract will be for four (4) years with one (1) optional renewal year to be exercised at the discretion of DFA. The effective date of this contract will be August 1, 2021. This IFB and any resulting contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review Rules and Regulations (OPSCR)*, a copy of which is available at 501 N. West Street, Suite 701E, Jackson, Mississippi 39201 for inspection or at http://www.dfa.ms.gov/media/9413/pprb-opscr-rules-and-regulations-efficetive-01182020.pdf. A draft copy of the contract has been included as Appendix D for your review.

A copy of this IFB, including all appendices and attachments, and any subsequent amendments, including the Question and Answer amendment, if issued, will be posted to the Office of Procurement and Contracts page on the DFA website at http://www.dfa.ms.gov/dfa-offices/procurement-contracts/ under the "Bid/RFP Notice" section. It is the responsibility of all interested vendors to monitor the website for updates regarding this procurement.

1.2 Important Dates

March 19, 2021 Invitation for Bids released	
April 6, 2021	Vendor Letters of Intent (LOIs) and Questions Due to DFA by 5:00 pm
April 13, 2021 Responses to questions to be posted	
April 30, 2021	Bids submission deadline by 2:00 PM CST
April 30, 2021	Bid Opening at 2:15 PM CST
May 10, 2021	Notice of Intent to Award distributed
May 13, 2021	Notice of Contract Award published
June 2, 2021	PPRB Submission Deadline
July 7, 2021	PPRB Meeting
August 1, 2021	Contract effective date

1.3 Mandatory Letters of Intent

Each Bidder is required to submit a written LOI. The LOI is due by 5:00 p.m. CST, April 6, 2021, and should be sent to:

Integrated Pest Management Services IFB c/o DFA - Office of Procurement and Contracts 501 North West Street Suite 1301-A Woolfolk Building Jackson, Mississippi 39201

The Letter of Intent shall be on the official business letterhead of the Bidder and must be signed by an individual authorized to commit the Bidder to the work proposed. Submission of LOI shall not be binding on the prospective Bidder to submit a sealed bid. However, a Bidder who does not submit a Letter of Intent by 5:00 p.m. Central Time Zone, April 6, 2021, will not thereafter be eligible for the procurement.

1.4 Questions and Answers

Bidders should download the "Question and Answer" template from the DFA website at http://www.dfa.ms.gov/dfa-offices/procurement-contracts/. Questions must be submitted on the referenced template and should be submitted via email to procurement@dfa.ms.gov with a subject line: "Questions — Integrated Pest Management Services (RFX #: 3160004190)". Questions must be received no later than 5:00 PM CST, on April 6, 2021, to ensure a response by DFA. Responses to questions will be posted to the Office of Procurement and Contracts page on the DFA website at http://www.dfa.ms.gov/dfa-offices/procurement-contracts/ under the "Bid/RFP Notice" section as an amendment to the IFB on April 13, 2021. Questions received after April 13, 2021, may be considered for response, although there is no guarantee as to if or when a response will be provided. It is the Bidder's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this IFB.

1.5 Acknowledgement of Amendments

DFA reserves the right to amend this IFB at any time. Should an amendment to the IFB be issued, it will be posted to the Office of Procurement and Contracts page on the DFA website at http://www.dfa.ms.gov/dfa-offices/procurement-contracts/ under the "Bid/RFP Notice". Bidders must acknowledge receipt of any amendment to the IFB by signing and returning the amendment. The acknowledgment must be included in the bid submission. Please monitor the website for amendments to the IFB. DFA responses to questions will be treated as amendments to the IFB and will require acknowledgment.

1.6 Bid Submission Requirements

If submitting via State of Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC), the following documents are required in electronic format. If submitting in paper format, the original and one (1) copy of the Bid, two (2) copies total, shall be submitted in three-ring binders with section components of the IFB clearly tabbed as follows:

- 1. Appendix A Bid Cover Sheet with copy of all required license(s) or permit(s);
- 2. Appendix B Bid Form with Attachment for Section 2, Minimum Qualifications;
- 3. Appendix C References; and,
- 4. Signed Acknowledgment of Amendments (if any).

If submitting in paper format, the Bidder shall also submit one (1) copy of the bid on CD or USB drive in a single, searchable document in Microsoft Word or Adobe Acrobat (PDF) format.

If the Bid contains confidential information, a redacted copy of the Bid shall be submitted. If a redacted copy is not submitted, DFA shall consider the entire Bid to be public record. Any redacted copies should be submitted on a CD or USB drive in a single, searchable document in Microsoft Word or Adobe Acrobat (PDF) format. The CD or USB drive shall be clearly labeled "REDACTED COPY". The redacted copy should also identify which section or information has been redacted and the Bidder shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated §25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification to Bidder, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §\$25-61-1 *et seq.* and Miss. Code Ann. §79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by DFA, including but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, etc.

Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. DFA reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, DFA may request the Bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. The IFB issued by DFA is the official version and will supersede any conflicting IFB language subsequently submitted in bids.

All documentation submitted in response to this IFB and any subsequent requests for information pertaining to this IFB shall become the property of DFA and will not be returned to the Bidder.

Failure to provide all requested information and in the required format may result in disqualification of the bid. DFA has no obligation to locate or acknowledge any information in the bid that is not presented under the appropriate outline and/or in the proper location according to the instructions herein.

Bids may be submitted in a paper format or electronically via the MAGIC. Registering as a supplier with the State of Mississippi allows businesses to register for upcoming RFx opportunity notifications by the products they supply, search the system for upcoming RFxs, respond to RFxs electronically, and receive purchase orders by email. In order to register, please go to the following website: http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/.

Electronic bids submitted through MAGIC shall follow the same format as specified within this section.

Bids must be submitted <u>in writing</u> using the attached forms to the following address:

Integrated Pest Management Services IFB c/o DFA - Office of Procurement and Contracts 501 North West Street Suite 1301-A Woolfolk Building Jackson, Mississippi 39201

To prevent opening by unauthorized individuals, the bid, including any and all attachments, must be sealed in one package. The outside cover of the package containing the sealed bids **shall be labeled:**

BID – DO NOT OPEN RFx #: 3160004190

Bid Opening: April 30, 2021 at 2:15 PM CST

Each page of the bid form and all attachments shall be identified with the name of the Bidder. Failure to submit a bid on the bid form provided may be considered just cause for rejection of the bid.

The Bidder is responsible for ensuring that the sealed bid is delivered by the required time and to the required location and assumes all risks of delivery. A facsimile bid shall not be accepted. Each bid should be signed in ink by an official authorized to bind the Bidder to the bid provisions. Bids and modifications thereof received by DFA after the time set for receipt or any location other than that set forth above shall be considered late and shall not be considered for award.

1.6.1 Bid Submission Period

Sealed bids shall be submitted to DFA's Office of Procurement and Contracts no later than 2:00 PM Central Standard Time (CST), April 30, 2021. Timely submission of the bid package is the responsibility of the Bidder. Any bid received after the deadline will be considered late and will be rejected and returned to the Bidder unopened and will not be considered for award. The Bidder shall be notified as soon as practicable if their bid was rejected and the reason for such rejection.

It is suggested that if a bid is mailed to DFA, it should be posted in certified mail with a return receipt requested. A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt shall not be considered unless it is the only bid received, or it is received before award is made and was sent by registered mail no later than the fifth (5th) calendar day before the date specified for receipt of bids. If determined by DFA that the late receipt was due solely to mishandling by DFA after receipt at the specified address, the bid may be considered for award.

The only acceptable evidence to establish the date of mailing is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. DFA will not be responsible for mail delays or lost mail.

1.7 Public Opening

The Office of Procurement & Contracts shall hold a public opening of sealed bids at 2:15 PM CST, Friday, April 30, 2021. The bids shall be opened in a designated conference room. Bidders are invited to come in person for the opening or call into a conference line. Participation information regarding the bid opening shall be released to all responding Bidders.

NOTE: Adjustments to the schedule may be made as deemed necessary by the Office of Procurement and Contracts.

1.8 Cost of Bid Preparation

All costs incurred by the Bidder in preparing and delivering its bid, making presentations, and any subsequent time and travel to meet with DFA regarding its bid shall be borne exclusively at the Bidder's expense.

1.9 Right to Reject, Cancel and/or Issue another IFB

DFA specifically reserves the right to reject any or all bids received in response to this IFB, cancel the IFB in its entirety, or issue another IFB.

1.10 Registration with Mississippi Secretary of State

By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.

1.11 Debarment

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

1.12 Right to Consider Historical Information

DFA reserves the right to consider historical information regarding the Bidder, whether gained from the Bidder's bid, conferences with the Bidder, references, or any other source during the evaluation process. This may include, but is not limited to, information from any state or federal regulatory entity.

1.13 Documentation of Award

Upon the determination of the lowest cost bid, a written Notice of Intent to Award will be issued. The notice of intended contract award shall be made by e-mail with reply confirmation to the winning Bidder. Unsuccessful Bidders shall be notified in the same manner after the award has been accepted or declined. The Notice of Intent to Award will also be posted to the DFA website and the Mississippi Contract/Procurement Opportunity Search Portal.

1.14 State Approval

It is understood that this contract may require approval by the PPRB. If required and if this contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by DFA to facilitate rapid approval and a start date consistent with the proposed schedule.

SECTION 2. MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. If, in the opinion of the Office of Procurement and Contracts, the Bidder fails to prove that bidding company meets any of these minimum qualifications, the bid will be disqualified from further consideration. Please provide a detailed justification for each of the following as an attachment to Appendix B, **Bid Form**.

- Bidder shall document a minimum of three (3) years of successful previous experience providing
 Integrated Pest Management Services at one or more properties of comparable, cumulative size.
 Include contact reference(s) including square footage and description of property maintained for
 validation of such experience on References Form (Appendix C). All information received from
 those clients, if contacted, must verify that a high level of satisfaction was provided in that service
 trade.
- 2. All responding bidders must hold the General Pest and Rodent Control License (GRCL). License holder must be stated in Appendix A. All responding bidders shall represent that they hold all required and/or applicable licenses from the Mississippi Bureau of Plant Industry for any and all pest control services performed within this IFB, and will maintain such throughout the term of the contract.
- 3. The Bidder shall be in compliance with Mississippi Code Annotated § 79-4-15.01 regarding authorization to transact business in Mississippi.
- 4. The Bidder shall maintain, at its own expense, workers' compensation insurance which shall fully comply with the Mississippi Workers' Compensation Law. Certificates of insurance shall be included in the bid submission.
- 5. The Bidder shall maintain, at its own expense, Owners Bodily Injury/Property Damage Liability Insurance. Contractor shall maintain for the duration of this contract, a policy of owners protective bodily injury liability in limits of \$300,000 for each person and \$300,000 for each occurrence, and owners protective property damage liability in the limits of \$50,000 for each occurrence; \$1,000,000 aggregate. This shall protect the owner against all claims for injury to persons or property on which claims may arise from any and/all operations under this contract. The State of Mississippi shall be a certificate holder for this policy of insurance.

SECTION 3. SCOPE OF SERVICES

The work shall consist of Pest Control Services performing the IPM approach on a routine basis at the properties listed in section 3.1. All work of this contract shall be performed on a scheduled basis and under the direct supervision of experienced and qualified Contractor personnel. The following pest populations shall be adequately controlled:

- Indoor population of all species of ants, cockroaches, flies, rodents (e.g., mice and rats), stored products pests, spiders, millipedes, fruit flies, lady bugs, beetles, moths, bees, wasps, hornets, silverfish, and any other anthropoid pest not specifically excluded by contract. Also included are the parasites of man such as bed bugs, lice, and other mites.
- Outdoor populations of the above listed pests within DFA building property boundaries shall be
 controlled, as well as other indoor pests that are a nuisance to occupants (e.g. fleas, ticks, dust mites,
 etc.) Individual excluded pests are deemed "incidental invaders inside buildings" are not included
 in this requirement.
- All services stated and materials utilized for services stated within this IFB shall conform to all
 applicable Federal, State, County and City ordinances and laws including but not limited to the
 Rules and Regulations of the Bureau of Plant Industry, Pesticide Program. Special care shall be
 exercised regarding what chemicals are used and how they are applied, since children may be
 present.

3.1 Locations

Num.	Building	Address	Square Footage
	Woolfolk Building;		446,616;
	Annex; and,	501 N. West St.	34,143; and,
1	Garage		156,798
2	Gartin/Justice Building	450 High Street	235,943
3	New Capitol Building	400 High Street	135,446
4	Robert Clark Building	301 N. Lamar St.	68,400
	Robert E. Lee Building; and,	239 N. Lamar St.	164,589; and,
5	Garage	239 N. Laillai St.	194,880
6	Heber Ladner Building	401 Mississippi St.	19,320
	Sillers Building; and,	550 High Street	292,145; and,
7	Garage	330 High Street	240,840
8	Capers Building	100 S. State Street	52,578
9	GM&O Depot	618 E. Pearl Street	5,200
10	War Memorial	100 S. State Street	39,160
11	Central High School	359 N. West St.	172,309
	William Winter Building; and,	200 North Street	140,575; and,
12	CMP	200 North Street	15,368
13	Trailways Building	201 S. Jefferson St.	13,328

14	Nunnelee Building	515 E. Amite Street	117,053
15	620 North Street Building	620 North Street	44,928
16	660 North Street Building	660 North Street	39,440
17	700 N. State Street Building	700 N. State Street	63,597
18	Warehouses A, B & C	725 E. Pearl Street	30,000; 3,219; 1,160
19	Old Capitol Museum	100 N. State Street	47,237
20	Two Mississippi Museums; Public Garage; and, Staff Garage	222 North St.	206,403; 61,090; and, 51,639
21	Naval Reserve Record Center	181 S Jefferson St.	52,927
22	350 High St. Building	350 High St.	28,351
23	401 North Lamar Street Building	401 North Lamar St.	12,944

3.2 Service Hours

All service hours are to be performed during the normal operating hours of the facilities being serviced unless otherwise specified by the Office of Capitol Facilities. Service Cycle: General areas of each facility are to be serviced not less than once each month for insect control and not less than two (2) times per month for rodent control. Food service areas at all locations are to be serviced once each week. Call backs shall be at the request of the Office of Capitol Facilities only, and shall be at no charge. All call backs shall be serviced on the day of the request, or no later than the next working day. Failure to properly respond to calls shall also constitute cause for termination of contract by the State. Pest control technicians shall be required to sign/in/sign out at a designated area on each floor of each building serviced, or as otherwise allowed by the Office of Capitol Facilities. Sign in may be found at security desk or with front desk attendant for each building listed.

3.3 Insect Control

The successful bidder shall use non-pesticide methods of control wherever possible, such as:

- Portable vacuums rather than pesticide sprays for initial clean-outs of cockroach infestations, for swarming insects, and for control of spiders in webs
- Trapping devices rather than pesticide sprays for indoor fly control
- Other methods that preclude chemical pesticide usage

As a general rule, the contractor should apply insecticides as "Crack and Crevice" treatment only (using an appropriate application tool or nozzle). For the resulting contract, such treatment is defined as treatment in which a formulated insecticide cannot be contacted or seen by a bystander during or after the application.

• Application of insecticides to exposed surfaces or as space sprays including fogs and, mists applications should be restricted to unique situations where no alternatives exist.

- The contractor must coordinate space spray treatments with the Office of Capitol Facilities (OCF) prior to application to ensure that no occupants are present or potentially harmed.
- Bait formulations should be used for cockroach and ant control whenever appropriate. The
 contractor is encouraged to use new technology that would result in improved effectiveness over
 existing methods.
- Sticky traps should be used to guide and evaluate indoor insect control effort.

3.4 Rodent Control

As a general rule, rodent control inside occupied buildings should be accomplished with traps. All such devices need to be concealed and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices should be checked on a schedule approved by the OCF. The successful bidder shall be responsible for appropriate disposal of all trapped rodents and rodent carcasses in a timely manner.

- Bait Boxes. In exceptional circumstances and when rodenticides are deemed essential for adequate
 rodent control inside occupied buildings, the contractor must obtain approval from the OCF prior
 to using rodenticides. All rodenticides, regardless of packaging, must be placed in inaccessible
 locations and in EPA-approved tamper-resistant bait boxes.
- Frequency of bait box servicing depends on the level of rodent infestation but no less than two (2) times per month.
- All bait boxes need to be placed out of general view and in locations that will not be disturbed by routine operations.
- The lids of all bait boxes must be securely locked or fastened. All bait boxes shall be securely
 attached or anchored to the floor, ground, wall, or other immovable surface to prevent tampering.
 Contractor shall consult Property Manager, and obtain written approval, prior to penetration of any
 building surface.
- Bait should always be placed in the baffle-protected feeding chamber and never in the runway of
 the box. All bait boxes need to be conspicuously labeled with a poison warning, the contractor's
 business name, address, and phone number and dated by the contractor's employee at the time of
 installation and each servicing.

3.5 Contractor Service Input

Throughout the term of the resulting contract, the contractor will be responsible for advising the OCF of any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, infestation or access. The contractor is responsible for adequately suppressing pests included in the resulting contract regardless of whether or not the suggested modifications are implemented. The contractor will not be held responsible for carrying out structural modifications and recommendations as part of the pest control effort. Minor applications of caulk, expanding foam, and other sealing materials by the contractor to eliminate harborage or access may be performed with the approval of the OCF.

3.6 Quality Control Program

The contractor shall establish a quality control program to ensure that the requirements of the resulting contract are provided as specified. A copy of the Quality Control Program shall be provided to the OCF within ten (10) working days from the award date of the resulting contract. Desired program elements must include but are not limited to the following:

- The contractor shall conduct quality control inspections addressing all the services stated in the
 resulting contract. The purpose of the program is to detect and correct deficiencies in the quality
 and effectiveness of the services before the performance degrades to unacceptable levels.
- OCF desires documentation of quality control through the use of forms corresponding to the "Pest Sighting Log Inspection Checklists" (to be provided for at least one each for food service area and one each for each building serviced). Service report forms shall be required for each building and food service area.
- A quality control checklist should be used in evaluating the contract performance during inspections, both scheduled and unscheduled, including every building serviced by the contractor.
- A quality control file should contain records of all activities including inspections conducted by the contractor and corrective actions taken. The file would be maintained for the duration of the contract and shall be made available to OCF upon request.
- The contractor should identify, by name, individuals responsible for performing quality control inspections.

3.7 Service Invoices

Invoices must be provided for each service visit and shall be approved and signed by the appropriate designated OCF personnel at the time of the service.

3.8 Professional Entomologist Services

The contractor must be able to provide, at no additional cost to DFA, the services of a professional entomologist or registered sanitarian when necessary. The entomologist or sanitarian would review the quality control program for appropriateness and effectiveness in controlling pest populations.

3.9 Pest Control Service Plan

- 1. The contractor shall provide OCF a complete, initial inspection schedule of each building within one (1) month of award of contract. The purpose of this initial inspection is to evaluate pest control needs, and to identify problem areas and existing equipment, structural features, or management practices that are contributing to pest infestations.
- 2. The OCF shall provide access to building spaces.
- 3. The contractor shall provide all proposed materials and equipment for service [e.g., actual container labels and Material Safety Data Sheets (MSDS)] for all chemical pesticides used, and the brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that might be used to meet the requirements of the resulting contract.

- 4. Prior to contract effective date, the contractor shall provide for OCF approval an Integrated Pest Management Service Plan, and a complete service schedule that includes the frequency of contractor visits and days on which said contractor will visit for the approval of the OCF.
- 5. The contractor will provide unlimited call back service per location per month at no additional charge to DFA when previous treatment or regular service fails to control the pest specified herein and treated for.
- 6. The contractor shall describe in writing, site-specific solutions for infested or potentially infested areas where observed sources of food, water, harborage and access may result in infestations.
- 7. The contractor shall notify the in writing of any new contractor personnel or replacement of any previously approved contractor personnel that were designated to perform work in accordance with the resulting contract.
- 8. Work requests and a centralized pest site log shall be used to advise the contractor of routine service requests, including emergency work, and shall document completed date of work and a contractor's employee signature.
- 9. The contractor shall provide in conjunction with the monthly invoice a summary report to the OCF regarding the following pest control activities:
 - a. Pesticide Application (amounts, locations, and number of applications)
 - b. Recommendations for structural, sanitation, and other repairs to reduce access, harborage, food and water
 - c. Trouble spots eliminated
 - d. Risk reduction achieved
 - e. Recommendations to change management practices (e.g., policies prohibiting bringing food in certain areas, etc.)
 - f. Any update to the graphical representation of rodent bait boxes located on the exterior

3.10 General Instructions for Pest Control Service

- 1. The contractor shall perform routine pest control services during normal working hours to the greatest extent possible.
- 2. The safety of building occupants shall be optimized. Occupant health or productivity shall not be adversely affected by any action of the contractor.
- 3. When it is necessary to perform work outside normal business hours, the contractor shall notify the OCF to advise them of such work.
- 4. The contractor shall respond to and complete all service requests including emergency work within twenty-four (24) hours of notification. If this schedule cannot be kept, the contractor shall notify the OCF, in writing, so that arrangements may be made to complete the work. The extension of the schedule time will be for a specific work request only and will not affect the twenty-four (24) hour response time policy.
- 5. Contractor personnel shall display company identification at all times while working on DFA property and wear a distinctive uniform.

- 6. Contractor personnel shall wear appropriate protective equipment, when needed. The contractor shall observe all safety precautions throughout the performance of this contract. All work shall comply with all federal, state and local laws. In the event of a conflict between regulations, the most stringent shall apply.
- 7. Vehicles used by contractor personnel shall be conspicuously marked with company identification. Parking shall be permitted only in locations so designated by OCF.
- 8. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the safety and health of his/her personnel and the DFA employees and tenants during the execution of work in accordance with this contract.
- 9. Some DFA buildings may require special instructions and/or procedures for entry. The OCF will explain these special circumstances and the contractor shall adhere to these restrictions and incorporate them into the pest control plan.
- 10. All bait stations are to be inspected at least twice per month. A written report is to be forwarded to the OCF as to their condition every month. Should an area be targeted for aggressive control, then the bait traps shall be inspected more frequently as necessary.
- 11. The contractor shall be responsible for the selection and use of pesticides used to fulfill this contract. All pesticides shall be used according to label instructions. All pesticides used shall be registered with the EPA. Transport, handling, and use of pesticides shall be in strict accordance with the label instructions and applicable federal, state, and local laws and regulations. Contractor shall not bring any products upon DFA premises that do not have appropriate labeling on the containers.
- 12. The contractor shall adhere to the following rules for pesticide use:
 - a. Contractor shall not use any pesticide that has not been included in the pest control plan or approved by the OCF.
 - b. The contractor shall provide and pay for all products approved for use and required to accomplish the requirements of this contract.
 - c. Contractor may not store any pesticides on DFA property.
 - d. Pesticides shall be applied according to need and not by schedule. As a rule, pesticide application in any inside or outside areas shall not occur unless visual inspections or monitoring devices indicate the presence of pests in unacceptable populations for that specific area. Preventive pesticide treatments may be performed where surveillance indicates the potential for infestation.
 - e. When pesticide use is necessary, the contractor shall employ the least hazardous material, most precise application method, and the least amount of pesticide necessary to achieve control.
 - f. Special care shall be exercised when using liquid insecticides on asphalted, mastic or linoleum surfaces. Surfaces damaged by products applied by the contractor shall be repaired by DFA and the cost of repairs shall be deducted from invoice amounts due to the contractor. When insufficient amounts are due to address the damage, the DFA shall assess the amount due and invoice same for immediate payment by the Contractor.
 - g. The OCF will continually evaluate the success and progress of this contract by addressing effectiveness and safety, and will request changes as necessary. The contractor shall take prompt action to correct identified deficiencies.

SECTION 4. PROCUREMENT METHODOLOGY

4.1 Restrictions on Communications with DFA Staff

The contact person for this IFB is Matthew Nassar. At no time shall any Bidder or its personnel contact, or attempt to contact, any DFA staff regarding this IFB except Matthew Nassar in the Office of Procurement and Contracts. All correspondence should be sent to procurement@dfa.ms.gov.

4.2 Acceptance of Bids

After receipt of the bids, DFA reserves the right to award the contract based on the terms, conditions, and premises of the IFB and the bid of the selected company without negotiation.

All bids properly submitted shall be accepted by DFA. After review DFA may request necessary amendments from all Bidders, reject any or all bids received, or cancel this IFB, according to the best interest of DFA and the State of Mississippi.

DFA also reserves the right to waive minor irregularities in bids providing such action is in the best interest of DFA and the State of Mississippi. A minor irregularity is defined as a variation of the IFB which does not affect the price of the bid, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of DFA.

Where DFA may waive minor irregularities as determined by DFA, such waiver shall in no way modify the IFB requirements or excuse the Bidder from full compliance with the IFB specifications and other contract requirements should the Bidder be awarded the contract.

DFA reserves the right to exclude any and all non-responsive bids from any consideration for contract award. DFA shall award a firm fixed-price contract to the Bidder whose offer is responsive to the solicitation and is most advantageous to DFA and the State of Mississippi in price, quality, and other factors considered.

4.3 Disposition of Bid

The bid submitted by the successful Bidder shall be incorporated into and become part of the resulting contract. All bids received by DFA shall upon receipt become and remain the property of DFA. DFA shall have the right to use all concepts contained in any bid and this right shall not affect the solicitation or rejection of the bid.

4.4 Modification or Withdrawal of a Bid

Prior to the bid due date, a submitted bid may be withdrawn by submitting a written request for its withdrawal to DFA, signed by the Bidder.

A Bidder may submit an amended bid before the due date for receipt of bids. Such amended bids shall be a complete replacement for a previously submitted bid and shall be clearly identified as such. DFA shall not merge, collate, or assemble bid materials.

Unless requested by DFA, no other amendments, revisions, or alterations to bids shall be accepted after the bid due date.

Any submitted bid shall remain a valid bid for one hundred eighty (180) calendar days from the bid due date.

4.5 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions specified within this IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. DFA staff reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by DFA staff of non-responsiveness based on the submission of nonconforming terms and conditions. Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and will be rejected.

4.6 Alternate Bids

Each Bidder, its subsidiaries, affiliates, or related entities shall be limited to one (1) bid which is responsive to the requirements of this IFB. Failure to submit a responsive bid may result in the rejection of the Bidder's bid. Submission of more than one (1) bid by a Bidder may, at the discretion of DFA, result in the summary rejection of all bids submitted. A Bidder's bids shall not include variable or multiple pricing options.

4.7 Bid Opening

Bids will be publically opened. Information related to the opening will be released to all responding Bidders. The opening will include opening, reading, and listing the bid price on each bid only. No discussions will be entered into with any Bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied, at the bid opening.

4.8 Corrections and Clarifications

The Office of Procurement and Contracts reserves the right to request clarifications or corrections to bids. Any bid received which does not meet any of the requirements of this IFB, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

4.9 Bid Evaluation

As part of the bid evaluation, minor informalities, which are matters of form rather than substance evident from the bid document, or insignificant mistakes, may be waived or corrected by the Bidder at the discretion of the Office of Procurement and Contracts in compliance with Section 3-202.12.4.1 of the *OPSCR Rules and Regulations*. After a determination that respondents meet the Minimum Qualifications, the contract will be awarded to the responsive and responsible Bidder who submitted the lowest bid in the format required.

1. Responsive Bidder

In order to be deemed responsive, Bidder must submit a bid which conforms in all material respects to this IFB as determined by the DFA Office of Procurement and Contracts. The submitted bid must include the **Bid Cover Sheet** (Appendix A), **Bid Form** with supporting documentation (Appendix B) and **References** (Appendix C) along with all required attachments and other documents which conform in all material respects to this IFB, as determined by the DFA Office of Procurement and Contracts.

2. Responsible Bidder

Bidder must have the capability in all respects to fully perform the contract requirements with integrity and reliability which will assure good faith performance, as determined by DFA. Bidder shall also meet the minimum qualifications in order to be deemed responsible. If a Bidder does not meet the minimum qualifications, the bid will be rejected.

4.10 Post-Award Vendor Debriefing

Agencies are encouraged to exchange information with vendors in an effort to build and strengthen business relationships and improve the procurement process between vendors and the State. To further this effort, agencies shall establish vendor debriefing procedure(s) and inform vendors at the time of procurement of the right to request a debriefing and the deadline to file a request. At a minimum, debriefing should occur before expiration of the protest period, within three (3) business days after the vendor request and prior to submission of the contract packet to the PPRB. Agencies shall submit with the contract approval request, documentation signed by their agency head or his or her designee, reporting the number of vendor debriefings requested and conducted. This information may be included as part of the protest correspondence required in Section 7-113 (Protest of Solicitations or Awards).

4.10.1 Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor shall notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

4.10.2 When Debriefing Should Be Conducted

Unless good cause exists for delay, the debriefing should occur within three (3) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the agency. The Chief Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

4.10.3 Information to be Provided

At a minimum, the debriefing information shall include the following:

- 1. The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, bid, or qualifications, if applicable;
- 2. The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- 3. The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- 4. A summary of the rationale for award; and,
- 5. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

4.10.4 Information Not To Be Provided

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, bid, or qualification with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 and §§ 75-26-1 through 75-26-19.

4.10.5 Summary

An official summary of the debriefing shall be included in the contract file.

4.10.6 Pre-Award Vendor Debriefing

Nothing in these regulations requires or prohibits pre-award vendor debriefing.

4.11 Protest of Solicitation or Awards

- 1. <u>Interested Party</u> means an actual or prospective Bidder or Bidder that may be aggrieved by the solicitation or award of a contract, or by the protest.
- 2. <u>Protestor</u> means any actual or prospective Bidder or Bidder who is aggrieved in connection with the solicitation or the award of a contract and who files a protest.
- 3. <u>Special Assistant Attorney General</u> shall mean the individual assigned by the Attorney General to provide legal assistance to the Department of Finance and Administration.

4.11.1 Procedure for Filing Protests

Any actual or prospective Bidder or Bidders who are aggrieved in connection with the solicitation or award of a contract may protest to DFA's Office of Procurement and Contacts with a copy to the Director of OPSCR. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation.

A protest is considered filed when received by the Office of Procurement and Contracts. Protests filed after the seven (7) day period shall not be considered.

The Chief Procurement Officer shall submit a copy of the protest to the OPSCR for review within three (3) business days of receipt of a written protest. OPSCR shall forward a copy of the protest to the Special Assistant Attorney General.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with OPSCR within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) calendar days of the solicitation posting or award.

4.11.2 Content of Protest

To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include as a minimum the following:

- 1. The name and address of the protestor;
- 2. Appropriate identification of the procurement and if a contract has been awarded, its number;
- 3. A statement of reasons for the protest; and,
- 4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

4.11.3 Protest Decision

If the protest is not resolved by mutual agreement, the Agency Head shall promptly issue a decision in writing. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestor of the right to administrative review. A copy of the decision shall be mailed or otherwise furnished in writing immediately to the protestor and any other interested party.

A decision on a protest shall be made by the Agency Head or PPRB as expeditiously as possible after receiving all relevant, requested information. If a protest is sustained, the available remedies include, but are not limited to, cancellation or revision of the solicitation in accordance with Section 5-204 (REMEDIES PRIOR TO AN AWARD) or cancellation of the contract in accordance with Section 5-205 (REMEDIES AFTER AN AWARD) of the *PPRB OPSCR Rules and Regulations*.

A decision shall be final and conclusive, unless fraudulent, or any person adversely affected by the decision appeals administratively to the PPRB.

The Agency Head shall refuse to decide any protest when a matter involved is the subject of a proceeding before the PPRB or has been decided on the merits by the Board. If an action concerning the protest has commenced in court, the Agency Head or PPRB shall not act on the protest. This section shall not apply where the Board or a court requests, expects, or otherwise expresses interest in the decision of the Agency Head or PPRB.

On any direct protest, the PPRB shall decide whether the solicitation or award was in accordance with the Constitution, statutes, rules and regulations, and the terms and conditions of the solicitation. The proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive. A determination of an issue of fact by the PPRB shall be final and conclusive unless arbitrary, capricious, fraudulent, or clearly erroneous.

4.11.4 Stay of Solicitation or Award

In the event of a timely protest, the agency shall not proceed further with the solicitation or with the award of the contract until the PPRB approves the determination that continuation of the solicitation or award of the contract without delay is necessary to protect substantial interests of the State.

4.11.5 Right to Appeal

Any person adversely affected by the protest decision of an Agency Head may appeal administratively to the PPRB.

For an appeal under this section, the aggrieved person shall file an appeal within seven (7) calendar days of receipt of a Protest Decision.

4.11.6 Protest Bond

Protests shall be accompanied by a bond for two hundred and fifty thousand dollars and zero cents (\$250,000.00) or the price of the contract whichever is lower. The protest bond shall be maintained through final resolution, whether at the agency level, through the PPRB, or through a court of competent jurisdiction.

DFA shall return a protest bond if (1) the protesting Bidder withdraws its protest or (2) the bond is ordered to be returned by a court of competent jurisdiction. In the event DFA finds that a Bidder's protest has no merit, DFA shall at its own discretion retain all or a percentage of the submitted bond.

SECTION 5. BID COVER SHEET

All requested information shall be completed on Appendix A, **Bid Cover Sheet**. Failure to complete and/or sign the bid cover sheet may result in the Bidder being determined nonresponsive.

SECTION 6. BID FORM

All pricing should be submitted on Appendix B, **Bid Form**. Pricing will only be accepted on the bid form. Failure to complete and/or sign the bid form may result in the Bidder being determined nonresponsive.

SECTION 7. REFERENCES

Each Bidder must furnish at least three (3) trade references who are familiar with the Bidder's abilities related to the services being procured with this IFB. These references will be used to determine the Bidder's ability to perform the services. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. DFA staff must be able to reach two (2) references for a Bidder within two (2) business days of bid opening to be considered responsive. The reference information should be submitted on Appendix C, **References**.

Appendix A - Bid Cover Sheet

The Office of Procurement and Contracts is currently accepting bids for Integrated Pest Management Services. Bids are to be submitted as directed in Section 1.6, *Bid Submission Requirements*, of this IFB, on or before April 9, 2021 by 2:00 PM CST.

Name of Company		
Company Representative		
Company Representative Title		
Mailing Address		
Mailing City, State, Zip		
Telephone:		
E-Mail Address:		
Please identify the Office/Bran Administration if different from		provide services for the Department of Finance and
Office Contact Person		
Office Contact Person Teleph	one Number	
Office Contact Person Email	Address	
Physical Address		
City, State, Zip		
Mailing Address		
City, State, Zip		
A	Constitution MA	CICO VEC NO
Are you currently registered as a	• •	
If known, what is your supplier r		
Are you currently registered with	ı PayMode?	_YES NO
In addition to providing the abo your company:	ve contact infor	mation, please answer the following questions regarding

• What year was your co	What year was your company established?		
How many years and/or months has your company been in the business of performing the procured by this IFB?			rforming the services
	ntly for sale or involved in a tity? If yes, please discuss th	•	-
· · · · · · · · · · · · · · · · · · ·	of comparable, cumulative ty s for in the past three (3) year	-	on has your company
Has your company eve	er been involved in a lawsuit	involving any area covere	ed by the IFB? If yes
• •	ng dates and outcomes.		
provide details includi	ng dates and outcomes. t it has all required and/o	r applicable licenses and	will maintain sucl
provide details includi Bidder represents that throughout the contract		, but are not necessarily lim	
provide details includi Bidder represents that throughout the contract	t it has all required and/o	, but are not necessarily lim	ited to the following
Bidder represents that throughout the contract (Please include a copy)	t it has all required and/o t term. Such licenses include of license(s) or permit(s) wi	but are not necessarily lim th bid submission.)	
Bidder represents that throughout the contract (Please include a copy Type of License General Pest and Rodent	t it has all required and/o t term. Such licenses include of license(s) or permit(s) wi	but are not necessarily lim th bid submission.)	ited to the following
Bidder represents that throughout the contract (Please include a copy Type of License General Pest and Rodent	t it has all required and/o t term. Such licenses include of license(s) or permit(s) wi	but are not necessarily lim th bid submission.)	ited to the following

Appendix B - Bid Form

Company Name:	

Num.	Building			Add	ress		Squa	re Footage
	Woolfolk Building;						446,6	*
	Annex; and,			501	N. West St.			3; and,
1	Garage						156,7	
2	Gartin/Justice Bui				High Street		235,9	
3	New Capitol Building			400	High Street		135,4	
4	Robert Clark Build	ding		301	N. Lamar St.		68,40	0
5	Robert E. Lee Bui Garage	lding; and,		239	N. Lamar St.		164,5 194,8	89; and, 80
6	Heber Ladner Bui	lding		401	Mississippi St.		19,32	
	Sillers Building; a						292,1	45; and,
7	Garage	,		550	High Street		240,8	
8	Capers Building			100	S. State Street		52,57	8
9	GM&O Depot			618	E. Pearl Street		5,200	
10	War Memorial			100	S. State Street		39,16	0
11	Central High Scho	ool		359	N. West St.		172,3	09
12	William Winter B	uilding; and,		200 North Street			75; and,	
13	Trailways Buildin	α		201 S. Jefferson St. 15,368 13,328				
	Nunnelee Building	_			515 E. Amite Street 117,053			
14	620 North Street B			620 North Street 44,928				
				660 North Street 39,440				
16	660 North Street B							
17	700 N. State Stree	t Building		700	N. State Street		63,59	
	Wanshamasa A. D.	e_ C		725 E. Doorl Street		30,00		
18	Warehouses A, B	& C		725 E. Pearl Street		3,219 1,160		
19	Old Capitol Muser	um		100	N. State Street		47,23	
- 17	Two Mississippi N						206,4	
	Public Garage; and			222 North St.			0; and,	
20	Staff Garage					51,639		
21	Naval Reserve Record Center			181	S Jefferson St.		52,92	7
22	350 High St. Building			350	High St.		28,35	1
23	401 North Lamar	Street Building		401	North Lamar S	t.	12,94	4
	Year 1	Year 2	Year	r 3	Year 4	4-Yo		Year-5*
Annual	\$	\$	\$		\$	\$		

 $[*]Optional\ renewal\ year$

Cost

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

- 1. That the Bidder has thoroughly read and understands the IFB, Appendices and Attachments thereto;
- 2. That the Bidder meets all requirements and acknowledges all certifications contained in the IFB, Appendices and Attachments thereto;
- 3. That the Bidder agrees to all provisions of the IFB, Appendices and Attachments thereto including, but not limited to, the Draft Contract (Appendix D);
- 4. That the Bidder has read the attached Draft Contract (Appendix D) and agrees to sign a similar contract;
- 5. That the Bidder has read the required clauses indicated by the blue, italic font in the attached Draft Contract (Appendix D) and agrees to sign a contract containing those clauses without modification;
- 6. That the Bidder will perform the services required at the prices quoted above;
- 7. That the Bidder has submitted copies of the required licenses as referenced on Appendix A, Bid Cover sheet;
- 8. That the Bidder has submitted copies of the required insurance certificates to meet the Minimum Qualifications as stated in Section 2, Minimum Qualifications and should Bidder be awarded the contract, will add the State of Mississippi as an additional insured;
- 9. That the pricing submitted will remain firm for the contract term; and,
- 10. That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
- 11. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
- 12. <u>NON-DEBARMENT</u> By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.
- 13. <u>INDEPENDENT PRICE DETERMINATION</u> The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid offered.
- 14. <u>PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES</u> The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
- 15. <u>REPRESENTATION REGARDING CONTINGENT FEES</u> The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.
- 16. <u>REPRESENTATION REGARDING GRATUITIES</u> The Bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against

- gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Office of Personal Service Contract Review Rules and Regulations as updated and replaced by PPRB.
- 17. By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.
- 18. The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a bid, the Bidder certifies that it is registered with both systems or if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.

Signature: _	 	 	
Date:			

Appendix C - References

Company Name:	
Client Name	
Contact Name and Title	
Contact Telephone Number	
Email Address	
Services Provided/Square footage	
Dates of Service	
Client Name	
Contact Name and Title	
Contact Telephone Number	
Email Address	
Services Provided/Square Footage	
Dates of Service	
Client Name	
Contact Name and Title	
Contact Telephone Number	
Email Address	
Services Provided/Square Footage	
Dates of Service	

Additional references can be provided on a separate page.

Appendix D – Draft Contract

Draft Pest Control Services Contract

https://www.dfa.ms.gov/bid-rfp-notices/